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5 Irvine, CA 92614
6 (949) 752-0010
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FILED

08 APR 17 PM 3:14

CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BY:

9948

DEPUTY

Attorneys for: Plaintiff UNITED RENTALS NORTHWEST, INC.

8 UNITED STATES DISTRICT COURT
9 FOR THE SOUTHERN DISTRICT OF CALIFORNIA

12 United States of America For The Use
13 of:
14 UNITED RENTALS NORTHWEST,
INC., an Oregon corporation,

15 Plaintiff,

16 vs.

17 DALE STICKNEY
18 CONSTRUCTION, INC., a California
19 corporation; FIDELITY AND
20 DEPOSIT COMPANY OF
21 MARYLAND, a Maryland corporation;
22 OWEN-DUNN INSURANCE
23 SERVICES, a business entity of
24 unknown form; STATE OF
25 CALIFORNIA, DEPARTMENT OF
26 CONSUMERS AFFAIRS,
27 CONTRACTORS STATE LICENSE
28 BOARD, a governmental entity,

Defendants.

DOCKET NO.

08 CV 710 BTM POR

VIA FAX

COMPLAINT FOR:

- 1) ON BOND (MILLER ACT)
- 2) BREACH OF CONTRACT
- 3) SERVICES RENDERED
- 4) ACCOUNT STATED
- 5) OPEN BOOK ACCOUNT
- 6) RECOVERY ON CONTRACTOR'S LICENSE BOND

1. Use Plaintiff UNITED RENTALS NORTHWEST, INC., ("United Rentals"), is and at all times herein mentioned was, a corporation organized and existing by virtue of the laws of the State of Oregon, authorized to do and doing business within the State of California.

COMPLAINT

1

1 2. Plaintiff is informed and believes and on that ground alleges that defendant DALE
2 STICKNEY CONSTRUCTION, INC. ("Stickney"), is and at all times herein mentioned was
3 a corporation organized and existing by virtue of the laws of the State of California,
4 authorized to do and doing business within the State of California.

5
6 3. Plaintiff is informed and believes and on that ground alleges that defendant FIDELITY AND
7 DEPOSIT COMPANY OF MARYLAND ("Fidelity") is and at all times herein mentioned
8 was a corporation organized and existing by virtue of the laws of the State of Maryland,
9 authorized to do and doing business within the State of California.

10
11 4. Plaintiff is informed and believes and on that ground alleges that defendant OWEN-DUNN
12 INSURANCE SERVICES ("Owen-Dunn") is and at all times herein mentioned was a
13 business entity of unknown form, authorized to do and doing business within the State of
14 California.

15
16 5. Plaintiff is informed and believes and on that ground alleges that defendant STATE OF
17 CALIFORNIA, DEPARTMENT OF CONSUMERS AFFAIRS, CONTRACTORS STATE
18 LICENSE BOARD ("Contractors State License Board") is and at all times herein mentioned
19 was a governmental agency of the State of California, authorized to do and doing business
20 within the State of California.

21
22 6. Plaintiff is informed and believes jurisdiction over the subject matter of this lawsuit in
23 conferred on this Court by virtue of 28 U.S.C. §1352 and 40 U.S.C. §270(b). Jurisdiction
24 over the Third, Fourth and Fifth Claims for Relief is provided under the principles of pendent
25 jurisdiction. Venue is proper in the Southern District because a substantial part of the events
26 or omissions giving rise to the claim occurred in this District.

27
28 7. On information and belief, at all times mentioned herein, defendants were acting as the agent

COMPLAINT

and/or employee of each remaining defendant, and acting within the course and scope of said agency and/or employment, and that each fictitiously named defendant is responsible in some manner for the occurrences herein mentioned and that plaintiff's damages as herein mentioned were approximately caused by such defendants and each of them.

FIRST CLAIM FOR RELIEF

(Claim On Miller Act Payment Bond against Defendants Stickney,

Fidelity and Owen-Dunn)

(49 Stat. 793, c. 642, § 1; 40 U.S.C. §§270a-270e)

8. Plaintiff realleges and incorporates by reference the applicable allegations of paragraph 1 through 7 of this complaint, inclusive.
9. United Rentals is informed and believes and thereon alleges that the U.S. Bureau of Indian Affairs ("BIA") is, and at all times herein mentioned was a subdivision of the United States, within the United Department of the Interior ("Department of Interior"), qualified to do and doing business in the State of California pursuant to and authorized by the laws of the State of California.
10. United Rentals is informed and believes and thereon alleges that sometime before March 2007, the United States of America, through the BIA., awarded a contract ("Torres Martinez Contract"), contract number presently unknown to plaintiff, for that certain work of improvement at the Torres Martinez Casino, located at Highway 86 & Marina Drive, City of Salton Sea Beach, Imperial County, State of California, within the Southern District of California ("Torres Martinez Improvement").
11. United Rentals is informed and believes and thereon alleges that sometime before March 2007, defendant Stickney, as principal, and defendants Fidelity and Owen-Dunn, as sureties,

COMPLAINT

3

1 acting through and in connection with defendants, executed and delivered a payment bond,
 2 ("Casino Bond"), in a penal sum sufficient to guaranty the payment to all persons supplying
 3 labor, materials and equipment in the prosecution of the work provided for in the Torres
 4 Martinez Contract and in any and all duly authorized modifications thereof, which said bond
 5 was executed and delivered as aforesaid in accordance with the provisions of an act of the
 6 Legislature of the United States of America, dated August 24, 1935, 49 Stat. 793, as
 7 amended (40 U.S.C. §§ 3131-3313). Plaintiff has submitted to the Department of Interior
 8 a request for said bond and contract and will produce these documents immediately upon
 9 plaintiff's receipt

10
 11 12. During the course of the performance and prosecution of this public work, and under and by
 12 virtue of the Torres Martinez Contract, and from on or about March 3, 2007, until on or
 13 about April 25, 2007, United Rentals entered into a series of rental agreements
 14 ("Agreements") with defendant Stickney, the material terms of which were that plaintiff
 15 agreed to and did furnish to defendants certain materials, equipment, fuels and services,
 16 (collectively, "Equipment"), and defendant agreed to pay for same. (Accurate copies of the
 17 face pages of the Agreements and summary of the Agreements is attached hereto as
 18 **EXHIBIT "1"**.) The Agreements incorporated the terms of a Credit Application executed
 19 by Stickney and/or its representatives, which provided, among other things, for the recovery
 20 of attorneys fees, reasonable court costs, late charges, service fees and or interest upon the
 21 late payment or the failure to pay any of the Agreements. (An accurate copy of the face page
 22 of the Credit Application is attached hereto as **EXHIBIT "2"**.)

23
 24 13. The Equipment furnished by United Rentals for the prosecution of said work of improvement
 25 was and is reasonably worth the sum of not less than SEVENTEEN THOUSAND SIX
 26 HUNDRED SEVENTEEN DOLLARS FIFTY CENTS (\$17,617.50), plus interest according
 27 to proof.
 28

COMPLAINT

4

1 14. Within ninety (90) days from the date on which United Rentals furnished the last of the
2 Equipment for which its claim hereunder is made, United Rentals gave written notice to
3 defendant Stickney, stating with substantial accuracy the amount claimed and the name of
4 the party to whom the materials were furnished, which said notice was served on defendant.

5
6 15. More than ninety (90) days have elapsed since the date on which the Equipment was
7 furnished to defendant and there is now due, owing and unpaid to United Rentals the sum
8 of not less than SEVENTEEN THOUSAND SIX HUNDRED SEVENTEEN DOLLARS
9 FIFTY CENTS (\$17,617.50), plus interest according to proof, plus costs and reasonable
10 attorneys, fees.

11
12 16. The Equipment furnished by use plaintiff United Rentals in the prosecution of the Torres
13 Martinez Improvement, were and are reasonably worth the sum of not less than
14 SEVENTEEN THOUSAND SIX HUNDRED SEVENTEEN DOLLARS FIFTY CENTS
15 (\$17,617.50), after deducting all just credits and offsets, and the same has not been paid,
16 neither the whole nor any part thereof.

17
18 **SECOND CLAIM FOR RELIEF**

19 **(Breach of Contract against Defendant Stickney)**

20
21 17. United Rentals realleges and incorporates herein by reference the applicable allegations of
22 paragraphs 1 through 16, inclusive, of this Complaint.

23
24 18. Pursuant to the Agreements between United Rentals and defendant Stickney, United Rentals
25 furnished Equipment to defendant and has fully performed all the terms and conditions on
26 its part to be performed pursuant to the Agreements.

27
28 19. Although demand has been made therefor, defendant has failed and refused to pay any of the

COMPLAINT

1 amounts owed to United Rentals for the Equipment to Stickney by United Rentals under the
2 Agreements, in breach of the Agreements.

- 3
4 20. As a result of defendants' breach of the Agreements, United Rentals has been damaged in the
5 sum of at least SEVENTEEN THOUSAND SIX HUNDRED SEVENTEEN DOLLARS
6 FIFTY CENTS (\$17,617.50)), plus interest according to proof, plus costs and reasonable
7 attorneys' fees.

8
9 **THIRD CLAIM FOR RELIEF**

10 (For Services Rendered against Defendant Stickney)

- 11
12 21. Plaintiff realleges and incorporates by reference the applicable allegations of paragraphs 1
13 through 20 of this complaint, inclusive.

- 14
15 22. Within the last four years, Stickney became indebted to plaintiff in the sum of not less than
16 SEVENTEEN THOUSAND SIX HUNDRED SEVENTEEN DOLLARS FIFTY CENTS
17 (\$17,617.50), for Equipment furnished by plaintiff to defendant at the special instance and
18 request of defendant, for which Stickney agreed to pay plaintiff the above sum.

- 19
20 23. No part of the above sum has been paid, notwithstanding plaintiff's demand therefor, and
21 there is now due, owing and unpaid from Stickney to plaintiff the sum of not less than
22 SEVENTEEN THOUSAND SIX HUNDRED SEVENTEEN DOLLARS FIFTY CENTS
23 (\$17,617.50), together with interest thereon at the highest legal rate according to proof plus
24 reasonable attorneys' fees and costs.

25
26 **FOURTH CLAIM FOR RELIEF**

27 (For Account Stated against Defendant Stickney)

28
COMPLAINT

1 24. Plaintiff realleges and incorporates by reference the applicable allegations of paragraphs 1
2 through 23 of this complaint, inclusive.

3
4 25. Within the last four years, an account was stated in writing by and between plaintiff and
5 Stickney wherein it was agreed that Stickney was indebted to plaintiff in the sum of not less
6 than SEVENTEEN THOUSAND SIX HUNDRED SEVENTEEN DOLLARS FIFTY CENTS
7 (\$17,617.50), for materials, equipment, fuels and services furnished by plaintiff to Stickney
8 at the special instance and request of Stickney for which Stickney agreed to pay plaintiff the
9 above sum.

10
11 26. No part of the above sum has been paid, notwithstanding plaintiff's demand therefor, and
12 there is now due, owing and unpaid from Stickney to plaintiff the sum of not less than
13 SEVENTEEN THOUSAND SIX HUNDRED SEVENTEEN DOLLARS FIFTY CENTS
14 (\$17,617.50) together with interest thereon at the highest legal rate according to proof plus
15 reasonable attorneys' fees and costs.

16
17 **FIFTH CLAIM FOR RELIEF**

18 (Open Book Account against Defendant Stickney)

19
20 27. Plaintiff realleges and incorporates by reference the applicable allegations of paragraphs 1
21 through 26 of this complaint, inclusive.

22
23 28. Within the last four years, Stickney became indebted to plaintiff on an open book account for
24 money due in the sum of not less than SEVENTEEN THOUSAND SIX HUNDRED
25 SEVENTEEN DOLLARS FIFTY CENTS (\$17,617.50) for Equipment furnished by plaintiff
26 to defendant at the special instance and request of Stickney for which Stickney agreed to pay
27 plaintiff the above sum, plus interest thereon at the highest legal rate per annum, and
28 reasonable attorneys' fees and costs.

COMPLAINT

29. Neither the whole nor any part of the above sum has been paid, although demand has been made therefor, and there is now due, owing and unpaid from Stickney to plaintiff the sum of not less than SEVENTEEN THOUSAND SIX HUNDRED SEVENTEEN DOLLARS FIFTY CENTS (\$17,617.50), together with interest thereon at the highest legal rate according to proof plus reasonable attorneys' fees and costs.

SIXTH CLAIM FOR RELIEF

(Recovery on Contractor's License Bond Against Defendants

Contractors State License Board and Stickney)

30. Plaintiff realleges and incorporates by reference the applicable allegations of paragraphs 1 through 29 of this complaint, inclusive.

31. As more fully alleged herein, defendant Stickney agreed to construct the Torres Martinez Improvement.

32. During the course of the performance and prosecution of this public work, and under and by virtue of the Torres Martinez Contract, and from on or about March 3, 2007, until on or about April 25, 2007, United Rentals entered into a series of rental agreements ("Agreements") with defendant Stickney, the material terms of which were that plaintiff agreed to and did furnish to defendants certain materials, equipment, fuels and services, (collectively, "Equipment"), and defendant agreed to pay for same. (Accurate copies of the face pages of the Agreements and summary of the Agreements is attached hereto as **EXHIBIT "1"**.) The Agreements incorporated the terms of a Credit Application executed by Stickney and/or its representatives, which provided, among other things, for the recovery of attorneys fees, reasonable court costs, late charges, service fees and or interest upon the late payment or the failure to pay any of the Agreements. (An accurate copy of the face page of the Credit Application is attached hereto as **EXHIBIT "2"**.)

COMPLAINT

1 33. Despite demand therefore, Stickney failed and continues to fail to pay to United Rentals the
2 sum of not less than SEVENTEEN THOUSAND SIX HUNDRED SEVENTEEN DOLLARS
3 FIFTY CENTS (\$17,617.50) for the equipment, materials and services furnished by United
4 Rentals to defendants for their use.

5
6 34. Upon the application of these defendants to Registrar of Contractors of the Contractors' State
7 License Board of the Department of Professional and Vocational Standards of the State of
8 California for a contractor's license or renewal thereof, and in accordance with the provisions
9 of Section 7071.6 of the *Business and Professions Code* of the State of California, said
10 defendants filed with said Registrar a cash deposit, no. T1164L1, in the sum of \$12,500.00
11 conditioned upon full compliance by defendant Stickney with all of the provisions of Division
12 3, Chapter 9 of the *Business and Professions Code* of the State of California, and insuring to
13 the benefit of any person damaged as a result of a violation of said Chapter by said defendant
14 licensees.

15
16 35. In connection with the construction of the Torres Martinez Improvement by defendant
17 Stickney, defendant failed to comply with the provisions of Division 3, Chapter 9 of the
18 *Business and Professions Code* in that defendant diverted funds received for the completion
19 of said specific construction projects and/or failed substantially to account for the application
20 or use of such funds and failed to pay for the materials furnished by United Rentals therefor
21 as aforesaid, in violation of Sections 7108 and 7120 of the California *Business and*
22 *Professions Code*, and plaintiff has been damaged as a result thereof in an amount exceeding
23 the penal sum of said bond as alleged.

24
25 36. United Rentals now seeks the sum of these defendants penal bond, in an amount not less than
26 TWELVE THOUSAND DOLLARS (\$12,500.00), together with interest according to proof,
27 plus costs of collection including reasonable attorneys' fees.
28

COMPLAINT

PRAYER

THEREFORE, use plaintiff United Rentals Northwest, Inc. prays for judgment as follows:

AS TO THE FIRST CLAIM FOR RELIEF:

1. Against Stickney, Fidelity and Owen-Dunn, jointly and severally, in the sum of no less than \$17,617.50, plus interest according to proof, costs and reasonable attorneys' fees.
2. For such other and further relief as the Court deems just and proper.

AS TO THE SECOND THROUGH FIFTH CLAIMS FOR RELIEF

1. Against Stickney, the sum of no less than \$17,617.50;
2. For interest thereon according to proof;
3. For costs of suit incurred herein;
4. For reasonable attorneys' fees; and,
5. For such other and further relief as the Court deems just and proper.

AS TO THE SIXTH CLAIM FOR RELIEF:

1. For judgment against defendants Contractors State License Board and Stickney, jointly and severally, for the sum of not less than \$12,500.00;
2. For interest thereon according to proof;
3. For costs of suit incurred herein;
4. For reasonable attorneys' fees;
5. For such other relief as the Court deems just and proper.

Dated: April 16, 2008

URNOWSKI & ASSOCIATES, P.C.

By


J. Brian Urnowski
Attorneys for United Rentals Northwest, Inc.

COMPLAINT
10

UNITED RENTALS NORTHWEST, INC.
v.
DALE STICKNEY CONSTRUCTION, INC., et al.

Docket No: _____

Exhibits Table of Contents:

<u>Exhibit No. 1:</u> Accurate Copies of the face pages of the Agreements and summary of the Agreements	Pages 11-33
<u>Exhibit No. 2:</u> Accurate copy of the face page of the Credit Application	Pages 34-35

EXHIBIT "1"

Customer Invoice Inquiry

9/17/07 13:43:38
System: UNITED
Status: H Total \$: 17617.50
Cust # 152127 DATE
Open: Y Paid: M

STICKNEY CONST INC Phone: 530-222-3157

--- Filters

Signature

Invoice #	Date	Loc	ST	Balance	Type	Job Location	P.O. #
54608445-021	3/06/07	557	OP	148.20	R	CR#462, 02/28/07	11386
54608692-021	3/26/07	562	OP	323.25	R	SALTON SEA BEACH, SALTON SEA	11387
55564104-006	3/26/07	562	OP	215.50	R	SALTON SEA BEACH, SALTON SEA	11388
63199121-001	3/26/07	562	OP	3031.48	R	SALTON SEA BEACH, SALTON SEA	11389
63248418-001	3/06/07	557	OP	542.92	R	SALTON SEA BEACH, SALTON SEA	12689
63295153-001	3/13/07	562	OP	137.24	R	SHOP, REDDING	13311
63297240-001	3/09/07	562	OP	1103.46	R	SALTON SEA BEACH, SALTON SEA	13311
63344118-001	3/30/07	562	OP	2466.65	R	S - DATE STICKNEY CO	13311
63345753-001	3/30/07	562	OP	866.65	R	TORES MARTINEZ CASINO, SALT	VERBAL
63454510-001	3/15/07	562	OP	426.52	R	SALTON SEA BEACH, SALTON SEA	VERBAL
63605495-001	3/29/07	562	OP	754.04	R	TORES MARTINEZ CASINO, SALT	VERBAL
63775806-001	4/06/07	554	OP	86.20	R	TORES MARTINEZ CASINO, SALT	VERBAL
63775806-002	4/11/07	554	OP	472.05	R	TORES MARTINEZ CASINO, SALT	VERBAL
63853158-001	3/30/07	562	OP	116.96	R	INDIO SALES AND PARTS, INDIO	PER ERICK 5303567975
63853158-002	4/13/07	562	OP	366.84	R	INDIO SALES AND PARTS, INDIO	12388/DAMAGE
63888089-001	4/13/07	562	OP	17.05	R	PARTS ORDER, REDDING	13521
64015690-001	4/06/07	557	OP	12.85	R	PARTS ORDER, REDDING	13521
64017478-001	4/10/07	557	OP	2939.37	R	POINT WEST, REDDING	13530
64091618-001	4/12/07	557	OP	185.76	R	POINT WEST, REDDING	13534
64158506-001	4/12/07	557	OP	161.65	R	INDIO SALES AND PARTS, INDIO	13565
64101572-001	4/18/07	562	OP	1243.24	R	INDIO SALES AND PARTS, INDIO	13591
64476727-001	4/25/07	557	OP	17617.50	R	POINT WEST	13591

Total Current Balance: 17617.50
Total # of records: 23

REDDING, CA 96001
760-775-6868
760-775-7721 FAX

** COPY **

Job Site

DALE STICKNEY CONST INC
SALTON SEA BEACH
NEW CASINO BY TRAVEL CENTER
SALTON SEA BEACH, CA 92274
C#: 530-222-3157 J#: 530-222-3157

Customer

DALE STICKNEY CONST INC
PO BOX 491870
REDDING, CA 96049Customer.... 152127
Invoice #.... 54608445-021
Invoice date 3/26/07
Date out.... 3/15/06 8:00 AM
Billed thru. 4/11/07Job Loc..... SALTON SEA BEACH, SALTON SEA
Job No..... 5 - DALE STICKNEY CO
P.O. #..... 11386
Ordered By.. JAMES CAIRNS
Written By.. CYCLE BILL
Salesperson. 6820
Terms..... Net 30 DaysPLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
PO BOX 79337
CITY OF INDUSTRY, CA 91716-9337

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	OFFICE TRAILER 20 FT RR9202200 Office trailer	300.00	300.00	300.00	300.00	300.00

Sub-total: 300.00
Tax: 23.25
Total: 323.25BILLED FOR FOUR WEEKS 3/14/07 THRU 4/11/07 08:00 AM
RENTAL PROTECTION DECLINED

COPY

*ENVIRONMENTAL CHARGE: The items indicated above are subject to an environmental charge which is designed to recover the company's direct and indirect expenses for the handling, managing and disposing of waste products, hazardous materials, and related administrative costs. This is not a government mandated charge.

FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

OPTIONAL RENTAL PROTECTION PLAN: THE RENTAL PROTECTION PLAN IS NOT INSURANCE. Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge, equal to 14% of the rental charge on Equipment Customer wants covered by the Rental Protection Plan. In return, as set out on the back page, United agrees to waive certain claims for accidental damage to such covered Equipment occurring during normal and careful use. Customer remains liable for all damages and loss due to theft listed under The Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence. **Customer Accepts** () **Customer Declines** ()

READ BEFORE SIGNING: United hereby leases to Customer the Equipment (as defined in the Terms and Conditions on the reverse side) and Customer hereby accepts all TERMS AND CONDITIONS listed in this rental agreement, including the Terms and Conditions on both on the reverse side, which the undersigned has read and understands. REMINDERS: (1) Rates do not include fuel or delivery; (2) Optional Rental Protection Plan charge is 14% of the total rental charge for covered equipment; (3) Customer pays for all time the Equipment is out, including Saturdays, Sundays and Holidays; (4) This rental agreement supersedes all other purchase orders or terms and conditions contained in any of Customer's agreements or forms; (5) Customer assumes all risk and is responsible for all damages and other costs, including late charges. Details of the above as well as other obligations and responsibilities are contained in the TERMS AND CONDITIONS ON REVERSE. THE INDIVIDUAL SIGNING BELOW AS ON BEHALF OF CUSTOMER: (1) AGREES TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT, (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND, (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

12



INDIO, CA 92201
760-775-6868
760-775-7721 FAX

4 WEEK BILLING
** COPY **

Job Site

DALE STICKNEY CONST INC
SALTON SEA BEACH
NEW CASINO BY TRAVEL CENTER
SALTON SEA BEACH, CA 92274
C#: 530-222-3157 J#: 530-222-3157

Customer

DALE STICKNEY CONST INC
PO BOX 491870
REDDING, CA 96049

Customer.... 152127
Invoice #... 54608692-021
Invoice date 3/18/07
Date out.... 3/07/06 2:21 PM
Billed thru 4/03/07
Job Loc..... SALTON SEA BEACH, SALTON SEA
Job No..... 5 - DALE STICKNEY CO
P.O. #..... 11287
Ordered By.. JAMES CAIRNS
Written by.. CYCLE BILL
Salesperson. 6820
Terms..... Net 30 Days

PLEASE RENT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
PO BOX 79137
CITY OF INDUSTRY, CA 91716-9337

Qty	Equipment #	Min	Day	Week	4 week	Amount
1	20 FT STORAGE CONTAINER RR9205290	100.00	100.00	100.00	100.00	100.00
1	20 FT STORAGE CONTAINER RR9205290	100.00	100.00	100.00	100.00	100.00

Sub-total: 200.00
Tax: 15.50
Total: 215.50

BILLED FOR FOUR WEEKS 3/06/07 THRU 4/03/07 02:21 PM
RENTAL PROTECTION DECLINED

COPY

*ENVIRONMENTAL CHARGE: The items indicated above are subject to an environmental charge which is designed to recover the company's direct and indirect expenses for the handling, managing and disposing of waste products, hazardous materials, and related administrative costs. This is not a government mandated charge.
FUEL: Fuel charges do not include delivery, state or local fuel excise taxes.

OPTIONAL RENTAL PROTECTION PLAN: THIS RENTAL PROTECTION PLAN IS NOT INSURANCE. Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge equal to 14% of the rental charges on Equipment covered by the Rental Protection Plan. In return, as set out on the back page, United agrees to waive certain claims for accidental damage to such covered Equipment occurring during normal and careful use. Customer remains liable for all damages and loss due to theft listed under The Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence. Customer Accepts () Customer Declines ()

READ BEFORE SIGNING: United hereby leases to Customer the Equipment (as defined in the Terms and Conditions on the reverse side) and Customer hereby accepts all TERMS AND CONDITIONS listed in this rental agreement, including the Terms and Conditions set forth on the reverse side, which the undersigned has read and understands. REMINDERS: (1) Rates do not include fuel or delivery; (2) Optional Rental Protection Plan charge is 14% of the total rental charge for covered equipment; (3) Customer pays for all time the Equipment is out, including Saturdays, Sundays and Holidays; (4) This rental agreement supersedes all other purchase orders or terms and conditions contained in any of Customer's agreements or forms; (5) Customer assumes all risk and is responsible for all damage and other costs, including late charges. Details of the above as well as other obligations and responsibilities are contained in the TERMS AND CONDITIONS ON REVERSE. THE INDIVIDUAL SIGNING BELOW AS OR ON BEHALF OF CUSTOMER: (1) AGREES TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT; (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND; (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

13

9353 R DATA CENTER
INDIO, CA 92201
760-775-6868
760-775-7721 FAX4 WEEK BILLING INVOICE
** COPY **

Job Site

DALE STICKNEY CONST INC
SALTON SEA BEACH
NEW CASINO BY TRAVEL CENTER
SALTON SEA BEACH, CA 92274
C#: 530-222-3157 J#: 530-222-3157

Customer

DALE STICKNEY CONST INC
PO BOX 491870
REDDING, CA 96049Customer.... 152127
Invoice #... 59564104-008
Invoice date 3/26/07
Date out.... 9/22/06 8:00 AM
Billed thru. 4/06/07Job Loc..... SALTON SEA BEACH, SALTON SEA
Job No..... 5 - DALE STICKNEY CO
P.O. #..... 12288
Ordered By.. ERIC
Written By.. CYCLE BILL
Salesperson. 6820
Terms..... Net 30 DaysPLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
PO BOX 79337
CITY OF INDUSTRY, CA 91716-9337

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	BACKHOE/LOADER 60-90HP 4WD 548618 Make: CASE Model: 580M HR OUT: 312.80 HR IN:	275.00	275.00	1100.00	2800.00	2800.00
TOTAL: 312.50						
SALES ITEMS:						
Qty	Item number	Stock class	Unit	Price	Amount	
1	ENV	MCI	EA	13.440	13.44	
ENVIRONMENTAL CHARGE						
UM: (EA) EACH						
Sub-total:						2813.44
Tax:						218.04
Total:						3031.48

BILLED FOR FOUR WEEKS 3/09/07 THRU 4/06/07 08:00 AM
RENTAL PROTECTION DECLINED

COPY

*ENVIRONMENTAL CHARGE: The items indicated above are subject to an environmental charge which is designed to recover the company's direct and indirect expenses for the handling, managing, and disposing of waste products, hazardous materials, and related administrative costs. This is not a government mandated charge.
FUEL: Fuel charges do not include Federal, state or local fuel excise taxes.

OPTIONAL RENTAL PROTECTION PLAN: THE RENTAL PROTECTION PLAN IS NOT INSURANCE. Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge equal to 14% of the rental charges on Equipment Customer wants covered by the Rental Protection Plan. In return, we set out on the back page. United agrees to waive certain claims for accidental damage to such covered equipment occurring during normal and careful use. Customer remains liable for all damages and loss due to theft listed under The Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence. Customer Accepts () Customer Declines ()

READ BEFORE SIGNING: United hereby leases to Customer the Equipment (as defined in the Terms and Conditions on the reverse side) and Customer hereby accepts all TERMS AND CONDITIONS listed in this rental agreement, including the Terms and Conditions set forth on the reverse side, which the undersigned has read and understands. REMINDERS: (1) Rates do not include fuel or delivery. (2) Optional Rental Protection Plan charge is 14% of the total rental charge for covered equipment. (3) Customer pays for all time the Equipment is out, including Saturdays, Sundays and Holidays. (4) This rental agreement supersedes all other purchase orders or terms and conditions contained in any of Customer's agreements or forms. (5) Customer assumes all risk and is responsible for all damage and other costs, including late charges. Details of the above as well as other obligations and responsibilities are contained in the TERMS AND CONDITIONS ON REVERSE. THE INDIVIDUAL SIGNING BELOW AS OR ON BEHALF OF CUSTOMER: (1) AGREES TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT. (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND, (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

14



6332 DATE INVOICE
INDIO, CA 92201
760-775-6868
760-775-7721 FAX

RENTAL RETURN INVOICE

** COPY **

Job Site

DALE STICKNEY CONST INC
SALTON SEA BEACH
NEW CASINO BY TRAVEL CENTER
SALTON SEA BEACH, CA 92274
C#: 530-222-3157 J#: 530-222-3157

Customer

DALE STICKNEY CONST INC
PO BOX 491870
REDDING, CA 96049

Customer.... 152127
Invoice #... 63199121-001
Invoice date 3/20/07
Date out.... 3/05/07 8:40 AM
Date in..... 3/10/07 9:08 AM

Job Loc..... SALTON SEA BEACH, SALTON SEA
Job No..... 5 - DALE STICKNEY CO
P.O. #..... 13390
Ordered By.. MANUEL SILVA
Written by.. UR562BR
Salesperson. 6820
Terms..... Net 30 days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
PO BOX 79337
CITY OF INDUSTRY, CA 91716-9337

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	RAMMER LG 29-3600 LBS/BLOWS * 781416 Make: MULTIQUIP Model: MT65HA Ser #: N-3010	129.00	129.00	483.00	1357.00	483.00
SALES	ITEMS:					
Qty	Item number	Stock class	Unit	Price	Amount	
1	ENV ENVIRONMENTAL CHARGE UM: (EA) EACH	MCI	EA	2.310	2.31	
					Sub-total:	485.31
					Tax:	37.61
					Total:	522.92

RENTAL PROTECTION DECLINED

COPY

*ENVIRONMENTAL CHARGE: The items indicated above are subject to an environmental charge which is designed to recover the company's direct and indirect expenses for the handling, managing and disposing of waste products, hazardous materials, and related administrative costs. This is not a government mandated charge.
FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

OPTIONAL RENTAL PROTECTION PLAN: THE RENTAL PROTECTION PLAN IS NOT INSURANCE! Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge, equal to 14% of the rental charged on Equipment Customer wants covered by the Rental Protection Plan. In return, as set out on the back page, United agrees to waive certain claims for accidental damage to such covered Equipment occurring during normal and lawful use. Customer remains liable for all damages and loss due to theft listed under The Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence. Customer Accepts () Customer Declines ()

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X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



SALES AGREEMENT / INVOICE
**** COPY ****

Job Site

DALE CONSTRUCTION/REDDING
OFFICE MAIN
REDDING, CA 96003

C#: 530-222-3157 J#: 530-222-3157

Customer

DALE STICKNEY CONST INC
PO BOX 491870
REDDING, CA 96049

Customer.... 152127
Invoice #... 63248418-001
Invoice date 3/06/07
Date in.... 3/06/07 3:56 PM
Job Loc..... SHOP, REDDING
Job No..... 29- DALE CONSTRUCTIO
P.O. #..... 12689
Ordered By.. DAVE HALLMAN
Written by.. DR557LP
Salesperson. 1034
Terms..... Net 10 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
PO BOX 79337
CITY OF INDUSTRY, CA 91716-9337

Qty	Equipment #	Price	Amount		
1	6757500 8IN CASTER CC: 675-7500	31.99	31.99		
SALES ITEMS:					
Qty	Item number	Stock class	Unit	Price	Amount
1	0026-762	BILJX	EA	31.990	95.97
CASTER, T6 8"					
UM: (EA) EACH					
Sub-total:					127.96
Tax:					9.28
Total:					137.24

DELIVERY ACKNOWLEDGEMENT

Received By : _____ Date: _____
Signature

Printed Name

Delivered By: _____ Date: _____
Signature

COPY

IMPORTANT - PLEASE READ CAREFULLY: By signing this Sales Agreement, Customer agrees to all terms and conditions shown on the back and front of this Sales Agreement. Upon delivery, Customer assumes full responsibility for all items, including their safety and proper use, operation, maintenance, storage, and transportation.

WARRANTY DISCLAIMER: As described on the back of this Sales Agreement, United makes no warranties of merchantability or fitness for a particular purpose, or any other warranties, express or implied. Customer agrees to the waiver of claims as indicated on the back of this Sales Agreement.

INDEMNITY AGREEMENT: As United has no control over the use of the Equipment being purchased by Customer, Customer agrees to indemnify and hold United harmless from any claims, regardless of whether such claims or actions are founded in whole or in part upon any negligent act or omission of United, or any person, party or parties, for loss, injury and damage to person or property arising out of the Customer's possession, use, maintenance or return of Equipment, including legal costs incurred in defense of such claims. This indemnity provision also applies to any claims asserted against United based upon strict or product liability.

UNITED GUARD WARRANTY PROGRAM: Upon accepting the United Guard Warranty Program (the "Program") the Customer agrees to pay the selected percentage of the sales charge. The Program is subject to the limitations set out in the terms and conditions of the Program included with this Sales Agreement.

FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

UNITED RENTALS AGENT

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



89525 DATE AVENUE
INDIO, CA 92201
760-775-6868
760-775-7721 FAX

RENTAL RETURN INVOICE

**** COPY ****

Job Site

DALE STICKNEY CONST INC
SALTON SEA BEACH
NEW CASINO BY TRAVEL CENTER
SALTON SEA BEACH, CA 92274
C#: 530-222-3157 J#: 530-222-3157

Customer

DALE STICKNEY CONST INC
PO BOX 491870
REDDING, CA 96049

Customer.... 152127
Invoice #... 63295152-001
Invoice date 3/13/07
Date out.... 3/08/07 10:27 AM
Date in..... 3/10/07 2:01 PM

Job Loc..... SALTON SEA BEACH, SALTON SEA
Job No..... 5 - DALE STICKNEY CO
P.O. #..... VERBAL
Ordered By.. JIM CAIRNS
Written by.. URS63FX
Salesperson. 6820
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
PO. BOX 79337
CITY OF INDUSTRY, CA 91716-9337

[illegible]

RENTAL PROTECTION DECLINED

COPY

* **ENVIRONMENTAL CHARGE:** The items indicated above are subject to an environmental charge which is designed to recover the company's direct and indirect expenses for the handling, managing and disposing of waste products, hazardous materials, and related administrative costs. This is not a government mandated charge.

OPTIONAL RENTAL PROTECTION PLAN: *THE RENTAL PROTECTION PLAN IS NOT INSURANCE.* Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge equal to 14% of the rental charges on Equipment Customer wants covered by the Rental Protection Plan, in return, as set out on the back page, United agrees to waive certain claims for accidental damage to such covered equipment occurring during normal and careful use. Customer remains liable for all damages and loss due to theft listed under The Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence.

Customer Accepts ☒ Customer Declines ☐

Conditions on back page, including Customer's negligence. **Customer Accepts** **Customer Acknowledges**

READ BEFORE SIGNING: United hereby leases to Customer the Equipment as defined in the Terms and Conditions on the reverse side and Customer hereby accepts all **TERMS AND CONDITIONS** stated in this Rental Agreement, including the Terms and Conditions on the reverse side, which the undersigned has read and understands. **REMINDEES:** (1) Rates do not include fuel or delivery; (2) Operator must be at least 21 years of age; (3) Equipment must be used for lawful purposes only; (4) Equipment must be returned in good condition; (5) Customer is responsible for all damages and rental agreement and all other purchase orders or terms and conditions contained in any of Customer's agreements or forms; (3) Customer assumes all liability for the use of the Equipment and is responsible for all damages and rental agreement and all other purchase orders or terms and conditions contained in any of Customer's agreements or forms. **TERMS AND CONDITIONS ON REVERSE. THE INDIVIDUAL SIGNING BELOW** other agreements, including lease charges. Details of the above as well as other obligations and responsibilities are contained in the **TERMS AND CONDITIONS ON REVERSE. THE INDIVIDUAL SIGNING BELOW** **AS OR ON BEHALF OF CUSTOMER: (1) AGREE TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT, (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND, (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.**

X

CUSTOMER SIGNATURE _____ DATE _____ NAME PRINTED _____ DELIVERED BY _____ DATE _____

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Job Site

DALE STICKNEY CONST INC
SALTON SEA BEACH
NEW CASINO BY TRAVEL CENTER
SALTON SEA BEACH, CA 92274
C#: 530-222-3157 J#: 530-222-3157

Customer

DALE STICKNEY CONST INC
PO BOX 491870
REDDING, CA 96049

Customer #... 152127
Invoice#... 63297240-001
Date... 3/08/07
Job Loc... SALTON SEA BEACH, SALTON SEA
Job No... 5 - DALE STICKNEY CO
P.O. #... 13311
Authorized... STEVE
Received on... 3/08/07
Finished on... 3/08/07
Last con/ous /
Written by... UR562DT
Terms... Net 30 days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
PO BOX 79337
CITY OF INDUSTRY, CA 91716-9337

EQUIP #	Make	Model	Serial #	Description			
NA	JLG	1532E	0200032943	SCISSOR			
Work To Be Done ELECTRICAL/ CHARGER NOT WORKING, FOUND WIRES PULLED FROM INSIDE CHARGER. THIS IS THE SECOND UNIT. CUSTOMER MOVED UNIT BUT SAID HE WOULD TAKE CHARGER AND INSTALL.							
PARTS:							
Qty	Part Number	Description	Stk/Cls	Bin Loc	U/M	Price	Extended
1	2901846	KIT, CHARGER DOM	JLG		EA	821.910	821.91
1	ENV	ENVIRONMENTAL CHARGE	NCI			4.970	4.97
LABOR:							
Mechanic	Hours Work		Rate				Extended
JESUS GONZALEZ	2.50 ELECTRICAL - ELECTRICAL		85.00				212.50
COMPLAINT: CHARGER NOT WORKING, FOUND WIRES PULLED FROM INSIDE CHARGER. THIS IS THE SECOND UNIT. CUSTOMER MOVED UNIT BUT SAID HE WOULD TAKE CHARGER AND INSTALL.							
Total Parts & Materials							826.88
Total Labor							212.50
Tax							64.08
Total Amount							1,103.46

Copy

IMPORTANT - PLEASE READ CAREFULLY. CUSTOMER AGREES TO ALL TERMS AND CONDITIONS SHOWN ON THE BACK AND FRONT OF THIS CONTRACT. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ALL ITEMS, INCLUDING THEIR SAFETY AND PROPER USE, OPERATION, MAINTENANCE, STORAGE, AND TRANSPORTATION.
WARRANTY DISCLAIMER: AS DESCRIBED ON THE BACK OF THIS CONTRACT, UNITED RENTALS MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED.
THE TERMS AND CONDITIONS ON THIS SERVICE CONTRACT FORM THE SOLE AGREEMENT BETWEEN CUSTOMER AND UNITED RENTALS.
CUSTOMER ACKNOWLEDGES THAT HE HAS RECEIVED IN GOOD ORDER ALL ITEMS, SERVICE AND OTHER GOODS LISTED ON THE FACE OF THIS CONTRACT.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

UNITED RENTALS AGENT

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



WORK ORDER
Copy

Job Site

DALE STICKNEY CONST INC
SALTON SEA BEACH
NEW CASINO BY TRAVEL CENTER
SALTON SEA BEACH, CA 92274
C#: 530-222-3157 J#: 530-222-3157

Customer

DALE STICKNEY CONST INC
PO BOX 491870
REDDING, CA 96049

Customer #.. 152127
Invoice#.... 63314618-001
Date..... 3/09/07
Job Loc..... SALTON SEA BEACH, SALTON SEA
Job No..... 5 - DALE STICKNEY CO
P.O. #..... 13311
Authorized..
Received on. 3/09/07
Finished on. 3/09/07
Last con/cus /
Written by.. UR562DT
Terms..... Net 30 days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
PO BOX 79337
CITY OF INDUSTRY, CA 91716-9337

EQUIP #	Make	Model	Serial #	Description				
NA	JLG	20328	0200044977	SCISSOR				
Work To Be Done								
ELECTRICAL/ CHECK CHARGING SYSTEM.*FOUND CHARGER BAD,REPLACED PER STEVE								
PARTS:								
Qty	Part Number	Description	Stk/Cls	Bin Loc	U/M	Price	Extended	
1	2901846	KIT,CHARGER DOM	JLG		EA	821.460	821.46	
1	ENV	ENVIRONMENTAL CHARGE	MCI			5.570	5.57	
Outside Labor		FREIGHT					83.43	
LABOR:								
Mechanic	Hours Work	Rate					Extended	
JESUS GONZALEZ	3.00 ELECTRICAL - ELECTRICAL	85.00					255.00	
COMPLAINT: CHECK CHARGING SYSTEM.*FOUND CHARGER BAD,REPLACED PER STEVE								
Total Parts & Materials						827.03		
Total Labor						338.43		
Tax						64.10		
Total Amount						1,229.56		

Copy

IMPORTANT - PLEASE READ CAREFULLY. CUSTOMER AGREES TO ALL TERMS AND CONDITIONS SHOWN ON THE BACK AND FRONT OF THIS CONTRACT. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ALL ITEMS, INCLUDING THEIR SAFETY AND PROPER USE, OPERATION, MAINTENANCE, STORAGE, AND TRANSPORTATION. WARRANTY DISCLAIMER: AS DESCRIBED ON THE BACK OF THIS CONTRACT, UNITED RENTALS MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. THE TERMS AND CONDITIONS ON THIS SERVICE CONTRACT FORM THE SOLE AGREEMENT BETWEEN CUSTOMER AND UNITED RENTALS. CUSTOMER ACKNOWLEDGES THAT HE HAS RECEIVED IN GOOD ORDER ALL ITEMS, SERVICE AND OTHER GOODS LISTED ON THE FACE OF THIS CONTRACT.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

UNITED RENTALS AGENT

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Job Site

DALE STICKNEY CONST INC
TORRES MARTINEZ CASINO
HWY 86
SALTON SEA BEACH, CA 92274
C#: 530-222-3157 J#: 530-222-3157

Customer

DALE STICKNEY CONST INC
PO BOX 491870
REDDING, CA 96049

Customer.... 152127
Invoice #... 63345753-001
Invoice date 3/30/07
Date out.... 3/12/07 7:00 AM
Billed thru. 4/09/07
Job Loc..... TORRES MARTINEZ CASINO, SALTO
Job No..... 21- DALE STICKNEY CO
P.O. #..... VERBAL
Ordered By.. ERIC
Written by.. CYCLE BILL
Salesperson. 5568
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
PO BOX 79337
CITY OF INDUSTRY, CA 91716-9337

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	SCISSOR 30-35FT IC 4WD 549325 Make: GENIE Model: 3268RT Ser #: GS6803-42311	194.00	194.00	753.00	2096.00	2096.00
SALES	HR OUT: 44.40 HR IN:	TOTAL: 44.40				
Qty	ITEMS:					
1	Item number	Stock class	Unit	Price	Amount	
	ENV	NCI	EA	10.060	10.06	
	ENVIRONMENTAL CHARGE					
	UM: (EA) HACH					
	DELIVERY CHARGE					95.00
	PICKUP CHARGE					95.00

Sub-total: 2296.06
Tax: 170.59
Total: 2466.65

BILLED FOR FOUR WEEKS 3/12/07 THRU 4/09/07 07:00 AM
RENTAL PROTECTION DECLINED

COPY

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FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

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X
CUSTOMER SIGNATURE DATE NAME PRINTED DELIVERED BY DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



53515 DATE COVERED
INDIO, CA 92201
760-775-6968
760-775-7721 FAX

SALES AGREEMENT / INVOICE

** COPY **

Job Site

TORREZ MARTINEZ CASINO
SALTON SEA BEACH
SALTON SEA BEACH, CA 92274

C#: 530-222-3157 J#: 530-222-3157

Customer

DALE STICKNEY CONST INC
PO BOX 491870
REDDING, CA 96049

Customer.... 152127
Invoice #.... 63454910-001
System date. 3/15/07

Invoice date 3/15/07 9:33 AM

Job Loc..... SALTON SEA BEACH, SALTON RIVER
Job No..... 1 - TORREZ MARTINEZ
P.O. #..... VERBAL
Ordered By... ERICK
Written by... UR562FZ
Salesperson. 6820
Terms..... Net 10 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
PO BOX 79337
CITY OF INDUSTRY, CA 91716-9337

Qty	Item number	Stock class	Unit	Price	Amount
1	TIRE REPAIR TR UM: (EA) EACH Replaced tires on a case backhoe	MCI	EA	864.600	864.60
SHIP TO: TORREZ MARTINEZ CASINO SALTON SEA BEACH SALTON SEA BEACH, CA 92274 Replaced tires on customers own backhoe per erick					
Sub-total:					864.60
Total:					864.60

COPY

IMPORTANT - PLEASE READ CAREFULLY: By signing this Sales Agreement, Customer agrees to all terms and conditions shown on the back and front of this Sales Agreement. Upon delivery, Customer assumes full responsibility for all items, including their safety and proper use, operation, maintenance, storage, and transportation.

WARRANTY DISCLAIMER: As described on the back of this Sales Agreement, United makes no warranties of merchantability or fitness for a particular purpose, or any other warranties, express or implied. Customer agrees to the waiver of claims as indicated on the back of this Sales Agreement.

INDEMNITY AGREEMENT: As United has no control over the use of the Equipment being purchased by Customer, Customer agrees to indemnify and hold United harmless from any claims, regardless of whether such claims or actions are founded in whole or in part upon any negligent act or omission of United, or any person, party or parties, for loss, injury and damage to person or property arising out of the Customer's possession, use, maintenance or return of Equipment, including legal costs incurred in defense of such claims. This indemnity provision also applies to any claims asserted against United based upon strict or product liability.

UNITED GUARD WARRANTY PROGRAM: Upon accepting the United Guard Warranty Program (the "Program") the Customer agrees to pay the selected percentage of the sales charge. The Program is subject to the limitations set out in the terms and conditions of the Program included with this Sales Agreement.

FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

UNITED RENTALS AGENT

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

21



RENTAL NATIONAL
** COPY **

Job Site

DALE STICKNEY CONST INC
TORRES MARTINEZ CASINO
HWY 86
SALTON SEA BEACH, CA 92274
C#: 530-222-3157 J#: 530-222-3157

Customer

DALE STICKNEY CONST INC
PO BOX 491870
REDDING, CA 96049

Customer.... 152127
Invoice #... 63605495-001
Invoice date 3/29/07
Date out.... 3/21/07 12:44 PM
Date in.... 3/22/07 9:05 AM
Job Loc..... TORRES MARTINEZ CASINO, SALTO
Job No..... 21- DALE STICKNEY CO
P.O. #..... VERRAL-ERICK
Ordered By.. ERICK
Written by.. 0256272
Salesperson. 8568
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
PO BOX 79337
CITY OF INDUSTRY, CA 91716-9337

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	GENERATOR 85-89 KVA RR2403196	120.00	140.00	500.00	1730.00	140.00
1	TEMPPOWER CORD #6-4 X 100 FT	32.00	32.00	129.00	387.00	32.00
1	LADDER STEP 16 FT	40.00	40.00	180.00	430.00	40.00
SALES ITEMS:						
Qty	Item number	Stock class	Unit	Price	Amount	
1	ENV ENVIRONMENTAL CHARGE UM: (EA) EACH	MCI	EA	.670	.67	
	DELIVERY CHARGE					95.00
	PICKUP CHARGE					95.00
					Sub-total:	402.67
					Tax:	23.85
					Total:	426.52

RENTAL PROTECTION DECLINED

COPY

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FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

OPTIONAL RENTAL PROTECTION PLAN: THE RENTAL PROTECTION PLAN IS NOT INSURANCE. Upon accepting this Optional Rental Protection Plan, the Customer agrees to pay a charge equal to 14% of the rental charges on Equipment Customer wants covered by the Rental Protection Plan. In return, as set out on the back page, United agrees to waive certain claims for accidental damage to such covered Equipment occurring during normal and careful use. Customer remains liable for all damages and loss due to theft listed under The Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence. Customer Accepts () Customer Declines ()

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X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

22

Filed 04/17/2008 Page 25 of 40

**** COPY ****

DALE STICKNEY CONST INC
TORRES MARTINEZ CASINO
HWY 86
SALTON SEA BEACH, CA 92274
C#: 530-222-3157 J#: 530-222-3157

DALE STICKNEY CONST INC
PO BOX 491870
REDDING, CA 96049

Customer.... 152127
Invoice #... 63775806-001
Invoice date 4/06/07
Date out.... 3/28/07 12:00 PM
Date in..... 3/30/07 10:39 AM

Job Loc..... TORRES MARTINEZ CASINO, SALTO
Job No..... 31- DALE STICKNEY CO
P.O. #..... VERRAL BRANT
Ordered By.. ERIC 530-356-7975
Written by.. UZ554NV
Salesperson. 6920
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS-NORTHWEST, INC.
PO BOX 79337
CITY OF INDUSTRY, CA 91716-9337

[illegible]

RENTAL PROTECTION DECLINED

COPY

*ENVIRONMENTAL CHARGE: The terms indicated above are subject to an environmental charge which is designed to recover the company's direct and indirect expenses for the handling, managing and disposing of waste products, hazardous materials, and related administrative costs. This is not a government mandated charge.

FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

OPTIONAL RENTAL PROTECTION PLAN: **THE RENTAL PROTECTION PLAN IS NOT INSURANCE!** Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge, equal to 14% of the rental charges on Equipment Customer wants covered by the Rental Protection Plan. In return, as set out on the back page, United agrees to waive certain claims for accidental damage to such covered Equipment occurring during normal and careful use. Customer remains liable for all damages and loss due to theft listed under The Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence.

Customer Accepts: ☐ Customer Declines: ☐

TERMS AND CONDITIONS listed

CUSTOMER ACCEPTS -

READ BEFORE SIGNING: United hereby leases to Customer the Equipment (as defined in the Terms and Conditions on the reverse side) and Customer hereby accepts all **TERMS AND CONDITIONS** listed in the rental agreement, including the Terms and Conditions set forth on the reverse side, which the undersigned has read and understands. **REMARKS:** (1) Rates do not include fuel or delivery! (2) In-Optional Rental Protection Plan charge is .14% of the total rental charge for covered equipment; (3) Customer pays for all time the Equipment is out, including Saturdays, Sundays and Holidays. (4) This rental agreement supersedes all other purchase orders or terms and conditions contained in any of Customer's agreements or forms; (5) Customer assumes all risk and is responsible for all damages and other costs, including late charges. Details of the above as well as other obligations and responsibilities are contained in the: **TERMS AND CONDITIONS ON REVERSE.** I/WE INDIVIDUALLY SIGNING BELOW AS OR ON BEHALF OF CUSTOMER: (1) AGREES TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT; (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND; (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.

X

CUSTOMER SIGNATURE

DATE _____

NAME PRINTED

DELIVERED BY

DATE _____

DATE _____ NAME PRINTED _____
A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

23

KPCOR-----Document 1
 CATHEDRAL CITY, CA 92236
 760-328-8973
 760-328-9724 FAX

Filed 04/17/2008 Page 26 of 40

Page 20
COPY

Job Site

DALE STICKNEY CONST INC
TORRES MARTINEZ CASINO
HWY 86
SALTON SEA BEACH, CA 92274
C#: 530-222-3157 J#: 530-222-3157

Customer

DALE STICKNEY CONST INC
PO BOX 491870
REDDING, CA 96049

Customer.... 152127
Invoice #.... 63775806-002
Invoice date 4/11/07
Date out.... 3/28/07 12:00 PM
Date in..... 3/30/07 10:29 AM

Job Loc..... TORRES MARTINEZ CASINO, SALTO
Job No..... 21- DALE STICKNEY CO
P.O. #..... VERNAL BRENT
Ordered By.. KRIK 530-356-7975
Written by.. UR654RV
Salesperson. 6830
Terms..... Net 30 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
PO BOX 79337
CITY OF INDUSTRY, CA 91716-9337

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	LADDER STEP 16 FT	40.00	40.00	180.00	430.00	80.00
					Sub-total:	80.00
					Tax:	6.20
					Total:	86.20

RENTAL PROTECTION DECLINED

COPY

* **ENVIRONMENTAL CHARGE:** The items indicated above are subject to an environmental charge which is designed to recover the company's direct and indirect expenses for the handling, managing and shipping of waste products, hazardous materials, and related administrative costs. This is not a government mandated charge.

FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

OPTIONAL RENTAL PROTECTION PLAN: THE RENTAL PROTECTION PLAN IS NOT INSURANCE! Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge equal to 10% of the rental charges on Equipment's customer wants covered by the Rental Protection Plan. In return, as set out on the back page, United agrees to waive certain claims for accidental damage to such covered Equipment occurring during normal and careful use. Customer remains liable for all damages and loss due to theft filed under The Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence.

Customer Accepts _____ **Customer Declines** _____

I, _____ hereby accept all TERMS AND CONDITIONS listed on the back page of this form. (Signature) (2)

[illegible]

x

CUSTOMER SIGNATURE

DATE _____

NAME PRINTED

DELIVERED BY

DATE _____

DATE _____ NAME PRINTED _____
A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

24



INDIO, CA 92201
760-775-6868
760-775-7721 FAX

** COPY **

Job Site

DALE STICKNEY CONST INC
INDIO SALES AND PARTS
INDIO, CA 92201

C#: 530-222-3157 J#: 530-222-3157

Customer

DALE STICKNEY CONST INC
PO BOX 491870
REDDING, CA 96049

Customer.... 152127
Invoice #... 63858358-001
System date. 3/30/07
Invoice date 3/30/07 4:05 PM
Job Loc..... INDIO SALES AND PARTS, INDIO
Job No..... 22- DALE STICKNEY CO
P.O. #..... PER ERICK 5303567975
Ordered By.. LANCE
Written by.. UM562NR
Salesperson. 5568
Terms..... Net 10 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS-NORTHWEST, INC.
PO BOX 79337
CITY OF INDUSTRY, CA 91716-9337

Qty	Item number	Stock class	Unit	Price	Amount
1	STARTER, REBUILT 104452A2R UM: (EA) EACH	CASE	EA	329.541	329.54
1	STARTER CORE 104452A1C UM: (EA) EACH	CASE	EA	108.550	108.55
SHIP TO: DALE STICKNEY CONST INC INDIO SALES AND PARTS INDIO, CA 92201					
Sub-total:					438.09
Tax:					33.96
Total:					472.05

COPY

IMPORTANT - PLEASE READ CAREFULLY: By signing this Sales Agreement, Customer agrees to all terms and conditions shown on the back and front of this Sales Agreement. Upon delivery, Customer assumes full responsibility for all items, including their safety and proper use, operation, maintenance, storage, and transportation.

WARRANTY DISCLAIMER: As described on the back of this Sales Agreement, United makes no warranties of merchantability or fitness for a particular purpose, or any other warranties, express or implied. Customer agrees to the waiver of claims as indicated on the back of this Sales Agreement.

INDEMNITY AGREEMENT: As United has no control over the use of the Equipment being purchased by Customer, Customer agrees to indemnify and hold United harmless from any claims, regardless of whether such claims or actions are founded in whole or in part upon any negligent act or omission of United, or any person, party or parties, for loss, injury and damage to person or property arising out of the Customer's possession, use, maintenance or return of Equipment, including legal costs incurred in defense of such claims. This indemnity provision also applies to any claims asserted against United based upon sales or product liability.

UNITED GUARD WARRANTY PROGRAM: Upon accepting the United Guard Warranty Program (the "Program") the Customer agrees to pay the selected percentage of the sales charge. The Program is subject to the limitations set out in the terms and conditions of the Program included with this Sales Agreement.

FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

UNITED RENTALS AGENT

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

25



INDIO, CA 92201
760-775-6860
760-775-7731 FAX

CREDIT SLIP
** COPY **

Job Site

DALE STICKNEY CONST INC
INDIO SALES AND PARTS
INDIO, CA 92201

C#: 530-222-3157 J#: 530-222-3157

Customer

DALE STICKNEY CONST INC
PO BOX 491870
REDDING, CA 96049

Customer.... 152127
Invoice #.... 63858358-002
System date. 4/13/07
Invoice date 4/13/07 9:44 AM
Job Loc..... INDIO SALES AND PARTS, INDIO
Job No..... 22- DALE STICKNEY CO
P.O. #..... PER ERICK 5303567975
Ordered By.. LANCE
Written by.. UR562DT
Salesperson. 5568
Credit Inv.. 63858358-001

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
PO BOX 79337
CITY OF INDUSTRY, CA 91716-9337

Qty	Item number	Stock class	Unit	Price	Amount
1-	STARTER CORN 104452A1C UM: (EA) EACH	CASE	EA	108.550	108.55-
SHIP TO: DALE STICKNEY CONST INC INDIO SALES AND PARTS INDIO, CA 92201					
Sub-total:					108.55-
Tax:					8.41-
Total:					116.96-

COPY

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UNITED GUARD WARRANTY PROGRAM: Upon accepting the United Guard Warranty Program (the "Program") the Customer agrees to pay the selected percentage of the sales charge. The Program is subject to the limitations set out in the terms and conditions of the Program included with this Sales Agreement.

FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

UNITED RENTALS AGENT

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

26

83525 DATE AVENUE
INDIO, CA 92201
760-775-6868WORK ORDER
Copy

Job Site

OUR SHOP

C#: 530-222-3157 J#: 530-222-3157

Customer

DALE STICKNEY CONST INC
PO BOX 491870
REDDING, CA 96049Customer #.. 152127
Invoice#.... 63888089-001
Date..... 4/13/07
Job Loc..... OUR SHOP
Job No.....
P.O. #..... 12288/DAMAGE
Authorized..
Received on. 4/02/07
Finished on. 4/19/07
Last con/cus 60240113/ 359382
Written by.. UN562DT
Terms..... Net 30 daysPLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
PO BOX 79337
CITY OF INDUSTRY, CA 91716-9337

EQUIP #	Make	Model	Serial #	Description			
548618	CASE	580M	JJQ0312042	BACKHOE/LOADER 60-90			
Hr Meter:	361.200			Cat/Class 902-1100			
Work To Be Done							
DAMAGE/ REPLACE BROKEN CONSOLE AND COVER							
PARTS:							
Qty	Part Number	Description	Stk/Cls	Bin Loc	U/M	Price	Extended
1	383614A4	COVER ASSY	CASE		EA	277.721	277.72
1	360250A2	CONSOLE	CASE		EA	299.615	299.62
1	ENV	ENVIRONMENTAL CHARGE	MCI			4.400	4.40
LABOR:							
Mechanic	Hours Work		Rate				Extended
JESUS GONZALEZ	4.00 BODY - BODY		85.00				340.00
COMPLAINT:							
REPLACE BROKEN CONSOLE AND COVER							
Total Parts & Materials							581.74
Total Labor							340.00
Tax							45.10
Total Amount							966.84

Copy

IMPORTANT - PLEASE READ CAREFULLY. CUSTOMER AGREES TO ALL TERMS AND CONDITIONS SHOWN ON THE BACK, AND FRONT, OF THIS CONTRACT. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ALL ITEMS, INCLUDING THEIR SAFETY AND PROPER USE, OPERATION, MAINTENANCE, STORAGE, AND TRANSPORTATION. WARRANTY DISCLAIMER: AS DESCRIBED ON THE BACK OF THIS CONTRACT, UNITED RENTALS MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. THE TERMS AND CONDITIONS ON THIS SERVICE CONTRACT FORM THE SOLE AGREEMENT BETWEEN CUSTOMER AND UNITED RENTALS. CUSTOMER ACKNOWLEDGES THAT HE HAS RECEIVED IN GOOD ORDER ALL ITEMS, SERVICE AND OTHER GOODS LISTED ON THE FACE OF THIS CONTRACT.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

UNITED RENTALS AGENT

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

27



3910 CROSSROADS DRIVE
REDDING, CA 96003
530-221-8851
530-221-8037 FAX

SALES AGREEMENT / INVOICE

**** COPY ****

Job Site

DALE CONSTRUCTION/REDDING
PARTS ORDER
REDDING, CA 96003

C#: 530-222-3157 J#: 530-222-3157

Customer

DALE STICKNEY CONST INC
PO BOX 491870
REDDING, CA 96049

Customer.... 152127
Invoice #.... 64015650-001
System date.. 4/06/07

Invoice date 4/06/07 9:10 AM

Job Loc..... PARTS ORDER, REDDING
Job No..... 30- DALE CONSTRUCTION
P.O. #..... 19521
Ordered By..
Written by.. UR557KB
Salesperson.. 99
Terms..... Net 10 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
PO BOX 79337
CITY OF INDUSTRY, CA 91716-9337

Qty	Item number	Stock class	Unit	Price	Amount
1	COUPLING, AIR KING, 3/8" FEMALE RMC UM: (EA) EACH	DIXON	EA Bin Location 3C	6.900	6.90
1	MISCELLANEOUS PARTS SALES PART UM: (EA) EACH Pipe fitting	MCI	EA	1.100	1.10
6	CLIP, AIR KING SAFETY (EA.) ACI UM: (EA) EACH	DIXON	EA Bin Location PARTS	.150	.90
1	SHOP LABOR SL UM: (HR) HOUR	MCI	HR	75.000	7.50
SHIP TO: DALE CONSTRUCTION/REDDING PARTS ORDER REDDING, CA 96003					
Sub-total:					16.40
Tax:					.65
Total:					17.05

COPY

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WARRANTY DISCLAIMER: As described on the back of this Sales Agreement, United makes no warranties on merchantability or fitness for a particular purpose, or any other warranties, express or implied. Customer agrees to the waiver of claims as indicated on the back of this Sales Agreement.

INDEMNITY AGREEMENT: As United has no control over the use of the Equipment being purchased by Customer, Customer agrees to indemnify and hold United harmless from any claims, regardless of whether such claims or actions are founded in whole or in part upon any negligent act or omission of United, or any person, party or parties, for loss, injury and damage to person or property arising out of the Customer's possession, use, maintenance or return of Equipment, including legal costs incurred in defense of such claims. This indemnity provision also applies to any claims asserted against United based upon strict or product liability.

UNITED GUARD WARRANTY PROGRAM: Upon accepting the United Guard Warranty Program (the "Program") the Customer agrees to pay the selected percentage of the sales charge. The Program is subject to the limitations set out in the terms and conditions of the Program included with this Sales Agreement.

FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

UNITED RENTALS AGENT

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

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Job Site

DALE CONSTRUCTION/REDDING
PARTS ORDER
REDDING, CA 96003

C#: 530-222-3157 J#: 530-222-3157

Customer

DALE STICKNEY CONST INC
PO BOX 491870
REDDING, CA 96049

Customer.... 152127
Invoice #.... 64017478-001
System date. 4/06/07
Invoice date 4/06/07 9:56 AM
Job Loc..... PARTS ORDER, REDDING
Job No..... 20- DALE CONSTRUCTION
F.O. #..... 13521
Ordered By.. STEVEN
Written by.. UR55728
Salesperson. 99
Terms..... Net 10 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
PO BOX 79337
CITY OF INDUSTRY, CA 91716-9337

Qty	Item number	Stock class	Unit	Price	Amount
1	COUPLING, AIR KING, 3/8" FEMALE AMC UM: (EA) EACH	DIXON Bin Location 3C	EA	6.900	6.90
.07	SHOP LABOR SL UM: (HR) HOUR	MCI	HR	75.000	5.25
SHIP TO: DALE CONSTRUCTION/REDDING PARTS ORDER REDDING, CA 96003					
Sub-total:					12.15
Tax:					.50
Total:					12.65

COPY

IMPORTANT - PLEASE READ CAREFULLY: By signing this Sales Agreement, Customer agrees to all terms and conditions shown on the back and front of this Sales Agreement. Upon delivery, Customer assumes full responsibility for all items, including their safety and proper use, operation, maintenance, storage, and transportation.

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UNITED GUARD WARRANTY PROGRAM: Upon accepting the United Guard Warranty Program (the "Program") the Customer agrees to pay the selected percentage of the sales charge. The Program is subject to the limitations set out in the terms and conditions of the Program included with this Sales Agreement.

FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

UNITED RENTALS AGENT

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



REDDING, CA 96003
530-221-8851
530-221-8037 FAX

SALES AGREEMENT / INVOICE
** COPY **

Job Site

DALE STICKNEY CONST INC
3951 S. BONNEYVIEW
POINT WEST
REDDING, CA 96001
C#: 530-222-3157 J#: 530-222-3157

Customer

DALE STICKNEY CONST INC
PO BOX 491870
REDDING, CA 96049

Customer.... 152127
Invoice #... 64091616-001
System date. 4/10/07
Invoice date 4/10/07 10:06 AM
Job Loc..... POINT WEST
Job No..... 23- DALE STICKNEY CO
P.O. #..... 13530
Ordered By.. DON WAMPLAR
Written by.. UR557FT
Salesperson. 1094
Terms..... Net 10 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
PO BOX 79337
CITY OF INDUSTRY, CA 91716-9337

Qty	Item number	Stock class	Unit	Price	Amount
333	REBAR, #5 GR60 5/8" X 20' REBAR #5 GR60 20FT CM: (LG) LENGTH	COMOD	LG Bin Location SW17	7.990	2660.67
	DELIVERY CHARGE SHIP TO: DALE STICKNEY CONST INC 3951 S. BONNEYVIEW POINT WEST REDDING, CA 96001				80.00
Sub-total:					2740.67
Tax:					198.70
Total:					2939.37

COPY

IMPORTANT - PLEASE READ CAREFULLY: By signing this Sales Agreement, Customer agrees to all terms and conditions shown on the back and front of this Sales Agreement. Upon delivery, Customer assumes full responsibility for all items, including their safety and proper use, operation, maintenance, storage, and transportation.

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UNITED GUARD WARRANTY PROGRAM: Upon accepting the United Guard Warranty Program (the "Program") the Customer agrees to pay the selected percentage of the sales charge. The Program is subject to the limitations set out in the terms and conditions of the Program included with this Sales Agreement.

FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

UNITED RENTALS AGENT

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

30



Job Site

DALE STICKNEY CONST INC
POINT WEST
OFF SOUTH BONNEVIEW
REDDING, CA 96001
C#: 530-222-3157 J#: 530-222-3157

Customer

DALE STICKNEY CONST INC
PO BOX 491870
REDDING, CA 96049

Customer.... 152127
Invoice #... 64158506-001
System date. 4/12/07
Invoice date 4/12/07 11:17 AM
Job Loc..... POINT WEST, REDDING
Job No..... 287
P.O. #..... 13554
Ordered By.. PAT BOBAN
Written by.. CR557LP
Salesperson. 1094
Terms..... Net 10 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
PO BOX 79337
CITY OF INDUSTRY, CA 91716-9337

Qty	Item number	Stock class	Unit	Price	Amount
400	3X3KI DOBIES A333D UM: (EA) EACH	BMD	EA Bin Location SW16	.433	173.20
SHIP TO: DALE STICKNEY CONST INC POINT WEST OFF SOUTH BONNEVIEW REDDING, CA 96001					
Sub-total:					173.20
Tax:					12.56
Total:					185.76

COPY

IMPORTANT - PLEASE READ CAREFULLY: By signing this Sales Agreement, Customer agrees to all terms and conditions shown on the back and front of this Sales Agreement. Upon delivery, Customer assumes full responsibility for all items, including their safety and proper use, operation, maintenance, storage, and transportation.

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FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

UNITED RENTALS AGENT

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



Job Site

DALE STICKNEY CONST INC
INDIO SALES AND PARTS
INDIO, CA 92201

C#: 530-222-3157 J#: 530-222-3157

Customer

DALE STICKNEY CONST INC
PO BOX 491870
REDDING, CA 96049

Customer.... 152137
Invoice #.... 54301372-001
System date. 4/18/07
Invoice date 4/18/07 10:56 AM
Job Loc..... INDIO SALES AND PARTS, INDIO
Job No..... 22- DALE STICKNEY CO
P.O. #..... 13165
Ordered By.. ERIC SWANN
Written by.. UN562NR
Salesperson. 5568
Terms..... Net 10 Days

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
PO BOX 79337
CITY OF INDUSTRY, CA 91716-9337

Qty	Item number	Stock class	Unit	Price	Amount
10	TUBE GREASE GUN CARTRIDGES 75-600 UM: (EA) EACH	NAPA	EA	7.855	78.55
2	OIL, DELO 400 PER/QT DELO 400 30 WT UM: (EA) EACH	NAPA	EA	35.734	71.47
SHIP TO: DALE STICKNEY CONST INC INDIO SALES AND PARTS INDIO, CA 92201					
Sub-total:					150.02
Tax:					11.63
Total:					161.65

COPY

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FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

X
CUSTOMER SIGNATURE DATE NAME PRINTED UNITED RENTALS AGENT DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

REDDING, CA 96001
530-221-8851
530-221-8037 FAX

** COPY **

Job Site

DALE STICKNEY CONST INC
3951 S. BONNEYVIEW
POINT WEST
REDDING, CA 96001
C#: 530-222-3157 J#: 530-222-3157

Customer

DALE STICKNEY CONST INC
PO BOX 491870
REDDING, CA 96049Customer.... 152127
Invoice #... 64476727-001
System date. 4/25/07
Invoice date 4/25/07 7:34 AM
Job Loc..... POINT WEST
Job No..... 23- DALE STICKNEY CO
P.O. #..... 13593
Ordered By.. PAT BOBAN
Written by.. UR557LP
Salesperson.. 99
Terms..... Net 10 DaysPLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
PO BOX 79337
CITY OF INDUSTRY, CA 91716-9337

Qty	Item number	Stock class	Unit	Price	Amount
266	REBAR, #3 GR40 20' REBAR #3 GR40 20FT UM: (LG) LENGTH	COMOD	LG Bin Location SW17	2.860	760.76
50	REBAR, #5 GR60 5/8" X 20' REBAR #5 GR60 20FT UM: (LG) LENGTH	COMOD	LG Bin Location SW17	7.950	397.50
SHIP TO: DALE STICKNEY CONST INC 3951 S. BONNEYVIEW POINT WEST REDDING, CA 96001					
					Sub-total: 1158.26
					Tax: 83.98
					Total: 1242.24

COPY

IMPORTANT - PLEASE READ CAREFULLY: By signing this Sales Agreement, Customer agrees to all terms and conditions shown on the back and front of this Sales Agreement. Upon delivery, Customer assumes full responsibility for all items, including their safety and proper use, operation, maintenance, storage, and transportation.

WARRANTY DISCLAIMER: As described on the back of this Sales Agreement, United makes no warranties of merchantability or fitness for a particular purpose, or any other warranty, express or implied. Customer agrees to the waiver of claims as indicated on the back of this Sales Agreement.

INDEMNITY AGREEMENT: As United has no control over the use of the Equipment being purchased by Customer, Customer agrees to indemnify and hold United harmless from any claims, regardless of whether such claims or actions are founded in whole or in part upon any negligent act or omission of United, or any person, party or parties, for loss, injury and damage to person or property arising out of the Customer's possession, use, maintenance or return of Equipment, including legal costs incurred in defense of such claims. This indemnity provision also applies to any claims asserted against United based upon strict or product liability.

UNITED GUARD WARRANTY PROGRAM: Upon accepting the United Guard Warranty Program (the "Program") the Customer agrees to pay the selected percentage of the sales charge. The Program is subject to the limitations set out in the terms and conditions of the Program included with this Sales Agreement.

FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

X

CUSTOMER SIGNATURE

DATE

NAME PRINTED

UNITED RENTALS AGENT

DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

33

EXHIBIT "2"



Credit Application
RECEIVED
SEP 13 2005

1. FILL OUT FORM
2. PRINT
3. SIGN
4. CALL 1-800-455-RENTS
Fax to the nearest location

To United Rentals, Inc. For the purpose of establishing credit with United Rentals, the undersigned Applicant furnishes the following information. Applicant represents and warrants said information is a true and correct statement of its financial condition.

Workplace Applicant: **DALE STICKNEY Construction Inc.** AP Contact Name: **FRANKIE EMINAR** Email: **9/7/05**
Address: **2727 CHURCH CREEK RD.** City: **Redding** State: **CA** Zip: **96002** Billing Address: **PO BOX 441870** City: **Redding** State: **CA** Zip: **96004**
Telephone No.: **(530) 222-3157** Fax No.: **(530) 222-2543** Yes in business ☒ No ☐ # of Employees: **36** Estimated Monthly Rental Income: **36** Completed Customer Profile on File? ☒
Name of Business: **Commercial Construction** Previous Year Gross Sales: **848468** Type of Business: **Other** (Specify): **Construction**
Name: **Ronald H. Stickney** Title: **Owner** Phone: **559-25-4337**
Address: **2036 Princeton Redding, CA 96003**
Name: **James M. Underwood** Title: **Owner** Phone: **573-82-8940**
Address: **16296 VALPARAISO WAY Redding, CA 96001**

Bank or Savings Institution:
Name: **Redding Bank of Commerce** Branch Address: **1177 PLACER ST.**
Account No.: **Available upon request** Contact Name: **PAUL Gilman** Telephone No.: **(530) 241-2265** Fax No.:
Name: Branch Address: Telephone No.: Fax No.:

Trade References:
Name: **River City Development** Address: **14616 East Cypress Ave #3 Redding CA 96000**
Contact Name: **Greg Snaddix** Telephone No.: **(530) 224-3400** Fax No.: **(530) 224-9364**
Name: **Interstate Oil Co.** Address: **2940 Arcade Wy Redding, CA 96002**
Contact Name: **Janet Heath** Telephone No.: **(530) 222-3031** Fax No.: **(530) 222-8517**
Name: **I-5 Rentals Inc.** Address: **6443 Commercial Way Redding, CA 96002**
Contact Name: **Janice Phillips** Telephone No.: **(530) 226-8081** Fax No.: **(530) 226-8093**

PLEASE SUPPLY THE FOLLOWING INFORMATION TO HELP US SERVE YOUR ACCOUNT NEEDS.
1. Do you require a purchase order number on each invoice? If yes, equipment will not be released unless provided. **Yes**
2. Do you require a monthly statement? **Yes**
3. Do you wish to purchase optional Rental Protection Plan (RPP) on each contract? **No**
4. Have you ever had a previous account with United Rentals or its subsidiaries? If yes, where? **Account No. 152127**
5. Have you provided a certificate of insurance evidencing general liability coverage and property coverage naming United Rentals as loss payee and additional insured?

OPEN ACCOUNT CREDIT TERMS:
1. Each invoice is due and payable within 30 days from the invoice date.
2. Equipment is not to be used for more than a week, periods unpaid invoices will be subject to rental charges etc. All such invoices are due and payable within 30 days of the invoice date.
3. As the discretion of United Rentals, any equipment with a delinquent balance may be placed on a cash basis and the equipment placed up without notice.
4. United Rentals has preliminary lien notices and mechanic lien whenever necessary or required by law. This is a necessary policy, and is not a reflection of your credit standing.
5. Customer agrees to pay each equipment monthly service charge which is the maximum permitted by law in the state where the contract is signed.
6. Customer agrees to pay all reasonable attorney fees, collection costs, and court costs incurred by United Rentals in enforcing these terms and conditions.
7. Customer authorizes United Rentals to obtain credit reports, trade reports, and bank references for the purpose of determining the extension or continuation of credit to customer.
8. Customer agrees to the terms and conditions on each and every United Rentals invoice.

The undersigned warrants that all information is correct, true, and complete, and agrees to be bound by all of the terms set forth in this document and in each rental contract ordered by the undersigned or his agents. It is understood and agreed that the undersigned specifically warrants in United Rentals investigation of the applicant's credit history and may utilize credit reporting services for information on the undersigned. Facsimile copies will be accepted as originals.

The Federal Equal Credit Opportunity Act/Regulation B prohibits treating an applicant's credit application on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), or as part of the applicant's income derived from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 15 U.S.C. 1601-1606, 1609, 1610, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 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3245, 3246, 3247, 3248, 3249, 3250, 3251, 3252, 3253, 3254, 3255, 3256, 3257, 3258, 3259, 3260, 3261, 3262, 3263, 3264, 3265, 3266, 3267, 3268, 3269, 3270, 3271, 3272, 3273, 3274, 3275, 3276, 3277, 3278, 3279, 3280, 3281, 3282, 3283, 3284, 3285, 3286, 3287, 3288, 3289, 3290, 3291, 3292, 3293, 3294, 3295, 3296, 3297, 3298, 3299, 3300, 3301, 3302, 3303, 3304, 3305, 3306, 3307, 3308, 3309, 3310, 3311, 3312, 3313, 3314, 3315, 3316, 3317, 3318, 3319, 3320, 3321, 3322, 3323, 3324, 3325, 3326, 3327, 3328, 3329, 3330, 3331, 3332, 3333, 3334, 3335,



Dale Stickney Construction, Inc.

general engineers & builders

[Lic. 869846480]

Credit Application

Dale Stickney Construction Inc.
P.O. Box 491870
Redding, CA 96049
Ph: (530) 222-3157
Fx: (530) 222-2543

Physical Address: 2727 Churn Creek Rd
Suite A
Redding, CA 96002

Fed ID# 77-0651380

Contractor's License #848468

In business since 1975

Owners: Ronald H. Stickney
2036 Princeton
Redding, CA 96003
SS# 559-25-4337

James M. Underwood
16286 Valparaiso Way
Redding, CA 96001
SS# 573-82-8940

Banking: Redding Bank of Commerce, Paul Gilman
1177 Placer St.
Redding, CA 96001
(530) 241-2265

Trade References:

River City Development
InterState Oil
I-S Rentals

Greg Shaddix (530) 224-3400
Janet Heath (530) 222-3031
Janice Phillips (530) 226-8081

P.O. Box 491870, Redding, CA 96049

2727 Churn Creek Road, Suite A - Redding, CA 96002

TEL 222-3157 FAX 222-2543

**UNITED STATES
DISTRICT COURT**
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

149890 - MS

**April 17, 2008
15:21:06**

Civ Fil Non-Pris

USAO #: 08CV710-BTM
Judge.: BARRY T MOSKOWITZ
Amount.: \$350.00 CK
Check#: BC27435

Total-> \$350.00

FROM: UNITED RENTALS NORTHWEST, INC

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

United States of America For The Use of United Rentals
Northwest, Inc. Imperial County

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Urtnowski & Associates, P.C. 16301 Von Karman Ave., Ste. 200
Irvine, CA 92612 949/752-0010

DEFENDANTS

Dale Stickney Construction, Inc. a California Corporation

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND INVOLVED: U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

Attorneys (If Known) '08 CV 710 BTM POR

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF |
|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 |
| Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input checked="" type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchises	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicles <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/ATV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Order <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DWW (405(g)) <input type="checkbox"/> 864 ERID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN

- (Place an "X" in One Box Only)
- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing. (Do not cite jurisdictional statute unless diversity):
49 Stat. 793, c. 642 Section 1; 40 U.S.C. Sections 270a-270e

Brief description of cause:
Breach of Contract for Use of Construction Equipment on Federal Property / Miller Act

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ 17,617.50

CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDG

DOCKET NUMBER

DATE

04/17/2008

FOR OFFICE USE ONLY

RECEIPT #

149892

AMOUNT

\$350

APPLYING IFP

JUDGE

MAG. JUDGE

VIA FAX